

FULLBEAUTY BRANDS™

Dated as of January 4, 2019

Subject: Announcement of Restructuring Support Agreement, Summary of Plan of Reorganization, Information Regarding Key Dates and Deadlines Regarding Hearing on Disclosure Statement and Plan Confirmation, and Certain Other Matters.

To Whom It May Concern:

FULLBEAUTY Brands Holdings Corp. and certain of its affiliates and subsidiaries (collectively, “FullBeauty,” the “Company,” or the “Debtors”)¹ have engaged in extensive, arm’s-length, good-faith negotiations with certain holders of their FILO Claims (collectively, the “FILO Lenders”), First Lien Claims (collectively, the “First Lien Lenders”), and Second Lien Claims (collectively, the “Second Lien Lenders”), as well as FullBeauty’s equity sponsors, each of which has been represented by counsel and other advisors, regarding the Restructuring Transactions contemplated by the *Joint Prepackaged Chapter 11 Plan of Reorganization of FULLBEAUTY Brands Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, dated as of January 7, 2019 (as may be amended, modified, or supplemented from time to time and including all exhibits or supplements thereto, the “Plan”).²

As of January 4, 2019, holders of 100% in amount of FILO Claims, at least 99% in amount of First Lien Claims, at least 95% in amount of Second Lien Claims, and certain other entities have entered into a restructuring support agreement (the “Restructuring Support Agreement”) (a copy of which is attached as Exhibit B to the Disclosure Statement) with FullBeauty and are committed to vote to accept and/or support the Plan. These percentages may increase by the commencement of solicitation. The Restructuring Support Agreement parties include, among others: (i) Apax Partners represented by Simpson Thacher & Bartlett LLP, (ii) Charlesbank Capital Partners represented by Goodwin Procter LLP, (iii) the FILO Lenders, (iv) the First Lien Agent and an ad hoc group of First Lien Lenders represented by Milbank, Tweed, Hadley, & McCloy LLP and Ducera Partners LLC; and (v) an ad hoc group of Second Lien Lenders represented by Houlihan Lokey Capital Inc. and Paul, Weiss, Rifkind, Wharton & Garrison LLP.

The Restructuring Transactions provided in the Plan will reduce FullBeauty’s outstanding funded indebtedness by approximately \$900 million, significantly strengthening its balance sheet and enhancing financial flexibility going forward. **Importantly, the Plan provides for the satisfaction of all trade, customer, employee, and other non-funded debt claims in full, in the ordinary course of business.** FullBeauty will continue to operate in the normal course and its business operations will not be disrupted

¹ The anticipated debtors (collectively, the “Debtors”) in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Blackdog Holdings, Inc. (8991); FULLBEAUTY Brands Holdings Corp. (8053); FULLBEAUTY Brands, Inc. (4198); FULLBEAUTY Brands, LLC (9445); FULLBEAUTY Brands Management Services, LLC (8637); FULLBEAUTY Brands Merchant, Inc. (7812); FULLBEAUTY Brands Operations, LLC (5382); FULLBEAUTY Brands Texas, LLC (9606); Jessica London, Inc. (1070); and Swimsuits for All, LLC (3246). The location of the Debtors’ service address is: 50 Main Street, Suite 1000, White Plains, New York 10606.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan. The Plan is attached as Exhibit A to, and described in greater detail in, the *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of FULLBEAUTY Brands Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time including all exhibits or supplements thereto, the “Disclosure Statement”).

by the restructuring process. FullBeauty continues to have adequate liquidity to meet its financial obligations to vendors, suppliers, and employees, and expects to continue making payments to these parties without interruption. Its websites and social media pages remain open for business and FullBeauty will continue to receive goods and ship customer orders throughout this period.

To implement the financial restructuring contemplated by the Restructuring Support Agreement, the Company expects to file voluntary petitions for reorganization pursuant to chapter 11 of the United States Federal Bankruptcy Code following the expiration of the solicitation period on or about January 24, 2019 in the United States Bankruptcy Court for the Southern District of New York.

On or about January 7, 2019, FullBeauty shall have commenced a solicitation of acceptances of the Plan from holders of claims that are eligible to vote, Class 4–FILO Claims, Class 5–First Lien Claims, and Class 6–Second Lien Claims (each, a “Voting Class”), with respect to the Plan in accordance with section 1125 of the Bankruptcy Code and within the meaning of section 1126 of the Bankruptcy Code. Holders of more than two-thirds of the claims in each Voting Class have committed to voting in favor of the Plan by signing the Restructuring Support Agreement and FullBeauty will solicit votes on the Plan in advance of the chapter 11 filing contemplated below. As a result, FullBeauty expects to meet the requirements for confirmation of the Plan and to emerge from bankruptcy shortly after filing.

This notice sets forth information regarding the Plan, key dates and deadlines regarding the Plan and the Disclosure Statement, and certain other relevant information. Any information set forth herein is qualified in its entirety by the terms of the Plan. In the event of any inconsistency or conflict between this summary and the terms of the Plan, the terms of the Plan shall control and govern.

When Is the Hearing to Approve the Disclosure Statement and Confirm the Plan?

Upon receipt of sufficient acceptances to confirm the Plan, FullBeauty anticipates filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). **Pursuant to the terms of the Restructuring Support Agreement, FullBeauty expects to commence chapter 11 cases no later than February 4, 2019 (the date of commencement, the “Petition Date”). The Debtors will request that the Bankruptcy Court will convene a hearing to approve the adequacy of the Disclosure Statement and confirm the Plan on February 4, 2019 at 2:00 p.m. (prevailing Eastern time), before the Honorable Robert D. Drain in the Bankruptcy Court (the “Combined Hearing”) (each date subject to the availability of the Bankruptcy Court).** The Combined Hearing may be continued from time to time by announcing such continuance in open court and the Plan may be further modified, if necessary, subject to section 1127 of the Bankruptcy Code prior to, during, or as a result of the Combined Hearing, without further notice to parties in interest.

How May an Interested Party Object to the Plan or Disclosure Statement?

Any objections to the adequacy of the Disclosure Statement or confirmation of the Plan must:

- (i) be in writing;
- (ii) comply with the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York, and other case management rules and orders of the Bankruptcy Court;
- (iii) set forth the name of the objector, and the nature and amount of any claim or interest asserted by the objector against the estate or property of FullBeauty;

- (iv) state with particularity the legal and factual basis for such objection; and
- (v) be served by personal service or by overnight delivery, so as to be **ACTUALLY RECEIVED no later than 5:00 p.m. (prevailing Eastern time) on February 1, 2019**, by: (a) FullBeauty, 50 Main Street, Suite 1000, White Plains, New York 10606, Attn: Chief Executive Officer and Chief Legal Officer, and FullBeauty, One New York Plaza, New York, New York 10004, Attn: Chief Executive Officer and Chief Legal Officer; (b) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Emily E. Geier, George Klidonas, and Rebecca Blake Chaikin; (c) the Office of The United States Trustee, 201 Varick Street, Suite 1006, New York, New York 10014; (d) counsel to the Prepetition ABL Agent, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Darren S. Klein, Damian S. Schaible, Kenneth J. Steinberg; (e) counsel to the Ad Hoc Group of First Lien Term Loan Lenders and counsel to the First Lien Agent, Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, New York 10005, Attn: Gerard Uzzi, Dennis F. Dunne, Jason T. Anderson, and Nelly Almeida; (f) counsel to the Ad Hoc Group of Second Lien Term Loan Lenders, Paul, Weiss, Rifkind Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Paul M. Basta, Elizabeth R. McColm, Chris Hopkins, and Alice Nofzinger; (g) counsel to any statutory committee appointed in these chapter 11 cases; (h) counsel to Apax Partners, LLP, Simpson Thacher & Bartlett, 425 Lexington Avenue, New York, New York 10017, Attn: Elisha D. Graf and Nicholas Baker.; and (i) counsel to Charlesbank Capital Partners, LLC, Goodwin Procter LLP, 100 Northern Avenue, Boston, Massachusetts 02210, Attn: Joseph F. Bernardi, Jr. and Goodwin Procter LLP, 620 Eighth Avenue, New York, New York 10018, Attn: William P. Weintraub.

The Solicitation Packages and the Publication Notice further provide that if chapter 11 cases are commenced, any objections received by the Debtors will be forwarded to the Court and the Debtors' top thirty (30) largest unsecured creditors listed on each of their bankruptcy petitions and be filed on the Court's docket by the Debtors immediately upon the filing of such chapter 11 cases.

What Is the Effect of a Chapter 11 Filing by FullBeauty?

You are receiving this notice because you may be a creditor or shareholder of FullBeauty. **FullBeauty's forthcoming chapter 11 filings will automatically stay certain collection and other actions against FullBeauty and FullBeauty's property, after such commencement of the chapter 11 cases, if you attempt to collect a debt or take other action in violation of chapter 11 of the Bankruptcy Code, you may be penalized by the Bankruptcy Court.**

Where May Interested Parties Obtain Copies of the Plan and Disclosure Statement?

Copies of the Plan and Disclosure Statement may be obtained free of charge: (1) by contacting Prime Clerk LLC (the "Notice and Claims Agent") by phone at +1 (844) 205-7534 (toll free) or +1 (347) 576-1559 (international); (2) by email at FullBeautyBallots@primeclerk.com, including "FullBeauty" in the subject line of any such email; or (3) through FullBeauty's solicitation website at <https://cases.primeclerk.com/fullbeauty>.

Following the commencement of FullBeauty's chapter 11 cases, all pleadings filed in the cases may be inspected at the office of the Clerk of the Bankruptcy Court for the Southern District of New York, 300 Quarropas St, White Plains, NY 10601 (the "Clerk's Office"). In addition, all pleadings, filed in

FullBeauty's chapter 11 cases will be posted on FullBeauty's restructuring website at <https://cases.primeclerk.com/fullbeauty>.

Furthermore a case information line has been established at +1 (844) 205-7534 (toll free) or +1 (347) 576-1559 (international). **PLEASE NOTE that the staff of the Clerk's Office, the United States Trustee, FullBeauty's proposed restructuring counsel, and the Notice and Claims Agent cannot give legal advice. Consult a lawyer to determine your rights.**

What Are the Key Terms of the Plan?³

The Plan, provides, among other things, that upon effectiveness of the Plan:

- **all outstanding and undisputed General Unsecured Claims against FullBeauty will be Unimpaired and unaffected by the Chapter 11 Cases, and will be reinstated and satisfied in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such claim;**
- all Priority Tax Claims, Other Priority Claims, and Other Secured Claims will be paid in full in Cash, or receive such other customary treatment that renders such Claims Unimpaired under the Bankruptcy Code;
- all Administrative Claims will be paid in full in Cash, or receive such other customary treatment that renders such Claims Unimpaired under the Bankruptcy Code;
- FullBeauty or a transferee, assign, or successor, as reorganized pursuant to the Plan, will enter into the Exit ABL Facility as provided in the Exit ABL Documents, and the ABL Claims shall receive payment in full in Cash using the proceeds from the Exit ABL Facility;
- FullBeauty or a transferee, assign, or successor, as reorganized pursuant to the Plan, will incur a \$30 million new-money exit term facility, as provided in the New First Lien Term Loan Documents and the Plan;
- FullBeauty or a transferee, assign, or successor, as reorganized pursuant to the Plan, will incur up to \$252 million New First Lien Term Loan, as provided in the New First Lien Term Loan Documents and the Plan;
- FullBeauty or a transferee, assign, or successor, as reorganized pursuant to the Plan, will incur up to \$50 million in New Junior Loans, as provided in the New Junior Loan Documents and the Plan;
- FullBeauty or a transferee, assign, or successor will issue the New Common Stock as set forth in the Plan;
- FullBeauty or a transferee, assign, or successor will issue warrants to certain holders of Allowed Claims as set forth in the Plan and the Warrant Documents;
- holders of Allowed FILO Claims will roll into the New First Lien Term Loans;

³ This summary is qualified in its entirety by the terms of the Plan. In the event of any inconsistency or conflict between this summary and the terms of the Plan, the terms of the Plan shall control and govern.

- holders of Allowed First Lien Claims will receive their *pro rata* share of (i) \$175 million in aggregate principal amount of the New First Lien Term Loan and (ii) at least 87.5% of the New Common Stock, subject to dilution by the Option Rights, Warrants, and Management Incentive Plan; *provided* that a Holder of an Allowed First Lien Claim may check the applicable box on the Class 5 Ballot to receive, *in lieu* of New Common Stock (which forfeited shares shall be distributed Pro Rata to non-electing Holders of Allowed First Lien Claims), a principal amount of the New Junior Loan that is equal to 85% of the Exchange Benchmark Value (as defined in the Plan) of such Holder’s original New Common Stock distribution (*i.e.*, a 15% discount to the Exchange Benchmark Value of its original New Common Stock distribution); *provided, further*, that electing Holders of Allowed First Lien Claims shall not receive more than \$35 million in aggregate principal amount of the New Junior Loan;
- each holder of Allowed Second Lien Claims will receive the following treatment: (i) if the class of Second Lien Claims votes to accept the Plan, its *pro rata* share of \$15 million of the New Junior Loan; 10.0% of the New Common Stock, subject to dilution by the Option Rights, Warrants, and the Management Incentive Plan; and the Second Lien Warrant package as set forth in the Plan and the Warrant Documents; or (ii) if the class of Second Lien Claims votes to reject the Plan, no distribution;
- each Holder of Intercompany Claims shall receive be Reinstated, compromised, or cancelled at the election of the Debtors or the Reorganized Debtors, as applicable, and in accordance with the Restructuring Support Agreement;
- each Holder of Interests in Holdings shall have such Interests canceled and extinguished and be of no further force and effect, whether surrendered for cancelation or otherwise, and there shall be no distribution to Holders of Interests in Topco or Holdings on account of any such Interests;
- Holders of Intercompany Interests shall have such Intercompany Interest Reinstated, compromised, or cancelled at the election of the Debtors or the Reorganized Debtors, as applicable, and in accordance with the Restructuring Support Agreement; and
- if the Company determines DIP financing is necessary to the Chapter 11 Cases, any and all DIP Facility Claims will be paid in full in Cash, or receive such other customary treatment that renders such Claims Unimpaired under the Bankruptcy Code;

As described above, votes on the Plan are being solicited prior to the anticipated commencement of FullBeauty’s chapter 11 cases. The following chart summarizes the treatment provided by the Plan to each class of claims and interests and indicates whether each such class is entitled to vote on the Plan.

Class	Claim or Interest	Impairment	Voting Status
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	ABL Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
4	FILO Claims	Impaired	Entitled to Vote

Class	Claim or Interest	Impairment	Voting Status
5	First Lien Claims	Impaired	Entitled to Vote
6	Second Lien Claims	Impaired	Entitled to Vote
7	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
8	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
9	Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
10	Intercompany Interests	Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)

The following ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any ballot that is illegible or contains insufficient information to permit the identification of the holder of the claim; (b) any ballot not actually received by the Notice and Claims Agent before the Voting Deadline, unless the Debtors determine otherwise or as permitted by the Bankruptcy Court; (c) any unsigned ballot; (d) any ballot that does not contain an original signature; (e) any ballot that partially rejects and partially accepts the Plan; (f) any ballot not marked to either accept or reject the Plan, or marked to both accept and reject the Plan; and (g) any ballot superseded by a later, timely submitted valid ballot.

Does the Plan Contain Releases, Injunction, and Exculpation Provisions?

The Plan contains certain release, injunction, and exculpation provisions, as set forth in Article IX of the Plan and attached hereto as **Annex I**. **YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, INJUNCTION, RELEASE, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.**

When Will the Meeting of Creditors Pursuant to Section 341 Occur?

As part of the relief requested by FullBeauty in connection with the filing of its chapter 11 cases, FullBeauty will request that the U.S. Trustee **NOT** be required to convene a meeting of creditors pursuant to section 341 of the Bankruptcy Code. Accordingly, such meeting will not be convened if the Plan becomes effective within 75 days after the Petition Date.

Where May I Obtain Additional Information?

Upon filing for chapter 11, copies of all pleadings filed in FullBeauty’s chapter 11 will be available through the Bankruptcy Court’s electronic case filing system at www.deb.uscourts.gov using a PACER password (to obtain a PACER password, go to the PACER website at <http://pacer.psc.uscourts.gov>), or on the website maintained by the Notice and Claims Agent at <https://cases.primeclerk.com/fullbeauty>.

Annex 1

Releases, Injunction, and Exculpation

Releases by the Debtors.

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, FOR GOOD AND VALUABLE CONSIDERATION, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY IS DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THEIR ESTATES FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED ON BEHALF OF THE DEBTORS, THAT THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM AGAINST, OR INTEREST IN, A DEBTOR OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP, OR OPERATION THEREOF), ANY SECURITIES ISSUED BY THE DEBTORS AND THE OWNERSHIP THEREOF, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS (BUT EXCLUDING AVOIDANCE ACTIONS BROUGHT AS COUNTERCLAIMS OR DEFENSES TO CLAIMS ASSERTED AGAINST THE DEBTORS), INTERCOMPANY TRANSACTIONS, THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITY, THE PLAN, THE PLAN SUPPLEMENT, OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITY (IF ANY), THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (A) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN OR (B) ANY INDIVIDUAL FROM ANY CLAIM OR CAUSES OF ACTION RELATED TO AN ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION

TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DEBTOR RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASE IS: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING AND IMPLEMENTING THE PLAN; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTOR RELEASE; (C) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE, AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (F) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE DEBTORS' ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

Released Party means each of the following, solely in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Estates; (d) the DIP Agent (if any); (e) the DIP Lenders (if any); (f) the ABL Agent; (g) the ABL Lenders; (h) the FILO Lenders; (i) the First Lien Agent, (j) the First Lien Lenders; (k) the Second Lien Agent; (l) the Second Lien Lenders; (m) the Sponsors; (n) with respect to the foregoing clauses (a) through (m), each such Entity's current and former Affiliates, and such Entities' and their current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such; *provided, further*, that any holder of a Claim or Interest that opts out of the releases contained in the Plan shall not be a "Released Party."

Releases by Holders of Claims and Equity Interests.

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, AS OF THE EFFECTIVE DATE, EACH RELEASING PARTY IS DEEMED TO HAVE RELEASED AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR, AND RELEASED PARTY FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED ON BEHALF OF THE DEBTORS, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP OR OPERATION THEREOF), ANY SECURITIES ISSUED BY THE DEBTORS AND THE OWNERSHIP THEREOF, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS (BUT

EXCLUDING AVOIDANCE ACTIONS BROUGHT AS COUNTERCLAIMS OR DEFENSES TO CLAIMS ASSERTED AGAINST THE DEBTORS), INTERCOMPANY TRANSACTIONS, THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITY, THE PLAN, THE PLAN SUPPLEMENT, OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITY, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (A) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN OR (B) ANY INDIVIDUAL FROM ANY CLAIM OR CAUSES OF ACTION RELATED TO AN ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS: (A) CONSENSUAL; (B) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (C) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (D) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE; (E) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES; (F) FAIR, EQUITABLE, AND REASONABLE; (G) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (H) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

Releasing Parties means each of the following, solely in its capacity as such: (a) the DIP Agent (if any); (b) the DIP Lenders (if any); (c) the ABL Agent; (d) the ABL Lenders (e) the FILO Lenders; (f) the First Lien Agent; (g) the First Lien Lenders; (h) the Second Lien Agent; (i) the Second Lien Lenders; (j) the Sponsors; (k) all holders of Claims or Interests who vote to

accept the Plan; (l) all holders of Claims or Interests who are eligible to vote, but abstain from voting on the Plan and who do not opt out of the releases provided by the Plan; (m) all holders of Claims or Interests who vote to reject the Plan and who do not opt out of the releases provided by the Plan; (n) with respect to the foregoing clauses (a) through (m), each such Entity's current and former Affiliates, and such Entities' and their current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such; *provided* that any holder of a Claim or Interest that validly opts out of, or validly objects to, the releases contained in the Plan shall not be a "Releasing Party."

Exculpation.

SUBJECT TO SECTION 1125(E) OF THE BANKRUPTCY CODE, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, NO EXCULPATED PARTY SHALL HAVE OR INCUR LIABILITY FOR AND EACH EXCULPATED PARTY IS RELEASED AND EXCULPATED FROM ANY CAUSE OF ACTION FOR ANY CLAIM RELATED TO ANY ACT OR OMISSION IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF, THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT AND RELATED PREPETITION TRANSACTIONS, THE DIP FACILITY (IF ANY), THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DIP FACILITY (IF ANY), THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, EXCEPT FOR CLAIMS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, BUT IN ALL RESPECTS SUCH ENTITIES SHALL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN.

THE EXCULPATED PARTIES HAVE, AND UPON CONFIRMATION OF THE PLAN SHALL BE DEEMED TO HAVE, PARTICIPATED IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE LAWS WITH REGARD TO THE SOLICITATION OF VOTES AND DISTRIBUTION OF CONSIDERATION PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH

DISTRIBUTIONS SHALL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE EXCULPATION SET FORTH ABOVE DOES NOT RELEASE OR EXCULPATE ANY CLAIM RELATING TO ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLANS.

Exculpated Party means each of the following, solely in its capacity as such: (a) the Debtors; (b) the DIP Agent (if any); (c) the DIP Lenders (if any); (d) the ABL Agent; (e) the ABL Lenders; (f) the Consenting FILO Lenders; (g) the First Lien Agent; (h) the Consenting First Lien Lenders; (i) the Second Lien Agent; (j) the Consenting Second Lien Lenders; (k) the Sponsors; (l) with respect to the foregoing clauses (a) through (k), each such Entity's current and former Affiliates, and such Entities' and their current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such.

Injunction.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (A) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (B) HAVE BEEN RELEASED PURSUANT TO ARTICLE IX.B OF THE PLAN; (C) HAVE BEEN RELEASED PURSUANT TO ARTICLE IX.C OF THE PLAN, (D) ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE IX.D OF THE PLAN (BUT ONLY TO THE EXTENT OF THE EXCULPATION PROVIDED IN ARTICLE IX.D OF THE PLAN), OR (E) ARE OTHERWISE DISCHARGED, SATISFIED, STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY ACTION OR OTHER PROCEEDING, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF, OR IN CONNECTION WITH OR WITH RESPECT TO, ANY DISCHARGED, RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES.